



# DUAL AGENCY CONSENT AGREEMENT



Property Address: \_\_\_\_\_

Seller(s) or Landlord(s): \_\_\_\_\_

Buyer(s) or Tenant(s): \_\_\_\_\_

The address of the property as per the town card and deed.

Name of the owner of the property per the deed.

Full names of the individual(s) looking to purchase the property or lease it.

1. This Dual Agency Consent Agreement is an addendum to and made part of (check all that apply):

( ) Listing Agreement dated \_\_\_\_\_ between brokerage firm and seller or landlord.

( ) Buyer or tenant agency agreement dated \_\_\_\_\_ between brokerage firm and buyer or tenant.

Type in the date effective date of the listing, not the active date on the MLS if the listing went live at a time after the effective date such as coming soon, temp, or withheld status.

2. Seller and buyer (or landlord and tenant, as the case may be) hereby acknowledge and agree that \_\_\_\_\_ (name of brokerage firm) is representing both buyer and seller (or landlord and tenant, as the case may be) in the purchase and sale (or lease) of the above referenced property and that brokerage firm has been and is now the agent of both seller and buyer (or landlord and tenant, as the case may be). Seller and buyer (or landlord and tenant, as the case may be) have both consented to and hereby confirm their consent to this dual representation.

Type in the effective date of the representation agreement with the buyer or tenant.

3. Seller and buyer (or landlord and tenant, as the case may be) agree:

A. The brokerage firm shall not be required to and shall not disclose to either buyer or seller (or landlord or tenant, as the case may be) any personal, financial or other confidential information to such other party without the express written consent of the party whose information is disclosed, other than information related to material property defects which are known to the brokerage firm and other information the brokerage firm is required to disclose by law;

Type in the name of the brokerage firm, not the name of the agent.

B. The brokerage firm may not disclose:

- i) To the buyer that the seller (landlord) will accept less than the asking or listed price, unless otherwise instructed to do so in writing by the seller (landlord).
- ii) To the seller (landlord) that the buyer (tenant) can or will pay a price greater than the price submitted in a written offer to the seller (landlord), unless otherwise instructed to do so in writing by the buyer (tenant);
- iii) The motivation of the seller or buyer (or landlord or tenant, as the case may be) for selling, buying or leasing property, unless otherwise instructed in writing by the respective party; or
- iv) That a seller or buyer will agree to financing terms other than those offered, unless instructed in writing by the respective party.

In the signature section have the buyer(s)/tenant(s) and seller(s)/landlord(s) sign and date. It is best practice to also write/type their names under the signature line of each individual. Then for the broker sections, type in the full name of the brokerage firm then type in the name of the agent in the appropriate section. The agent will sign and date.

4. Property information available through the multiple listing service or otherwise, including listed and sold property, which has been requested by either the seller or the buyer (or landlord or tenant, as the case may be), shall be disclosed to both seller and buyer (or landlord and tenant, as the case may be).

5. Both parties are advised to seek competent legal and tax advice with regard to this transaction, and with regard to all documents executed in connection with this transaction, including this Dual Agency Consent Agreement.

I have read and understand the above agreement.

Buyer(s) (Tenant(s))	Seller(s) (Landlord(s))	Brokerage Firm (Company Name)
_____	_____	_____
_____	_____	By: Authorized Representative
_____	_____	_____
Date	Date	Date